SERFF Tracking Number: LDRE-125988226 State: Arkansas
Filing Company: Great West Casualty Company State Tracking Number: EFT \$50

Company Tracking Number: G0809F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: Commercial Auto

Project Name/Number: updating Commercial Auto Forms/G0809F

# Filing at a Glance

Company: Great West Casualty Company

Product Name: Commercial Auto SERFF Tr Num: LDRE-125988226 State: Arkansas

TOI: 20.0 Commercial Auto SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 20.0004 Truckers Co Tr Num: G0809F State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins

Author: Joy Landholm Disposition Date: 01/14/2009

Date Submitted: 01/14/2009 Disposition Status: Approved

Effective Date Requested (New): 05/01/2009 Effective Date (New): 05/01/2009

05/01/2009

State Filing Description:

#### **General Information**

Project Name: updating Commercial Auto Forms

Status of Filing in Domicile: Authorized

Project Number: G0809F Domicile Status Comments: Nebraska, our

domicile state, is File and Use

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 01/14/2009

State Status Changed: 01/14/2009 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Our Company is filing the following Independent Commercial Auto Form with your Department for all policies written to become effective on or after May 1, 2009:

CA 49 38 04 09 - Trailer Interchange Coverage

Company Tracking Number: G0809F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: Commercial Auto

Project Name/Number: updating Commercial Auto Forms/G0809F

The only change we have made on this form is we have removed the word ENDORSEMENT from the title.

Form CA 49 38 04 09 replaces Form CA 49 38 12 01 which was approved by your Department effective April 1, 2002. We have attached a mark-up copy of the revision we made.

We are withdrawing the following forms which are NOT attached to any Arkansas Insured's policy:

Form CA 49 10 08 94 – Independent Contractors Certificate - which was approved by your Department on July 11, 1994.

Form CA 49 17 07 88 - Owner as Named Insured - which was approved by your Department on October 3, 1988.

Form CA 49 82 02 02 – Contractual Liability – Coverage for Certain Contracts or Agreements – which was approved by your Department on February 1, 2002.

Form CA 49 94 05 92 – Limits of Insurance – Hired Auto Physical Damage – which was approved by your Department on March 17, 1992.

# **Company and Contact**

#### **Filing Contact Information**

Joy Landholm, Compliance Technician j.landholm@gwccnet.com 1100 W. 29th Street (800) 228-8602 [Phone] South Sioux City,, NE 68776 (402) 494-7480[FAX]

**Filing Company Information** 

Great West Casualty Company

CoCode: 11371

State of Domicile: Nebraska

1100 W. 29th Street

Group Code: 150

Company Type: P & C

So. Sioux City, NE 68776

Group Name:

State ID Number:

(402) 494-2411 ext. [Phone] FEIN Number: 47-6024508

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# **Filing Fees**

Fee Required? Yes Fee Amount: \$50.00

Company Tracking Number: G0809F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: Commercial Auto

Project Name/Number: updating Commercial Auto Forms/G0809F

Retaliatory? No

Fee Explanation: Nebraska, our domicile state, has NO filing fees

1 filing X \$50 = \$50.00

Per Company: No

Company Tracking Number: G0809F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: Commercial Auto

Project Name/Number: updating Commercial Auto Forms/G0809F

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Great West Casualty Company \$50.00 01/14/2009 25024113

Company Tracking Number: G0809F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: Commercial Auto

Project Name/Number: updating Commercial Auto Forms/G0809F

# **Correspondence Summary**

# **Dispositions**

| Status   | Created By       | Created On | Date Submitted |
|----------|------------------|------------|----------------|
| Approved | Llyweyia Rawlins | 01/14/2009 | 01/14/2009     |

Company Tracking Number: G0809F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: Commercial Auto

Project Name/Number: updating Commercial Auto Forms/G0809F

# **Disposition**

Disposition Date: 01/14/2009

Effective Date (New): 05/01/2009

Effective Date (Renewal): 05/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: G0809F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: Commercial Auto

Project Name/Number: updating Commercial Auto Forms/G0809F

| Item Type           | Item Name                                 | Item Status | Public Access |
|---------------------|---|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property     | &Approved   | Yes           |
| •                   | Casualty                                  |             |               |
| Supporting Document | mark-up copy                              | Approved    | Yes           |
| Form                | Trailer Interchange Coverage              | Approved    | Yes           |
| Form                | Independent Contractors Certificate       | Withdrawn   | Yes           |
| Form                | Owner as Named Insured                    | Withdrawn   | Yes           |
| Form                | Contractual Liaiblity - Coverage for      | Withdrawn   | Yes           |
|                     | Certain Contracts or Agreements           |             |               |
| Form                | Limits of Insurance - Hired Auto Physical | Withdrawn   | Yes           |
|                     | Damage                                    |             |               |

Company Tracking Number: G0809F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: Commercial Auto

Project Name/Number: updating Commercial Auto Forms/G0809F

# **Form Schedule**

| Review    | Form Name         | Form #    | Edition | Form Type Action    | <b>Action Specific</b> | Readability | Attachment   |
|-----------|-------------------|-----------|---------|---------------------|------------------------|-------------|--------------|
| Status    |                   |           | Date    |                     | Data                   |             |              |
| Approved  | Trailer           | CA 49 38  | 04 09   | Endorseme Replaced  | Replaced Form #        | :0.00       | CA 49 38 04  |
|           | Interchange       |           |         | nt/Amendm           | CA 49 38 12 01         |             | 09.pdf       |
|           | Coverage          |           |         | ent/Conditi         | Previous Filing #:     |             |              |
|           |                   |           |         | ons                 |                        |             |              |
| Withdrawn | Independent       | CA 49 10  | 08 94   | Endorseme Withdrawn | Replaced Form #        | :0.00       | CA 49 10 08  |
|           | Contractors       |           |         | nt/Amendm           |                        |             | 94 -         |
|           | Certificate       |           |         | ent/Conditi         | Previous Filing #:     |             | withdraw.pdf |
|           |                   |           |         | ons                 |                        |             |              |
| Withdrawn | Owner as Named    | ICA 49 17 | 07 88   | Endorseme Withdrawn | Replaced Form #        | :0.00       | CA 49 17 07  |
|           | Insured           |           |         | nt/Amendm           |                        |             | 88 -         |
|           |                   |           |         | ent/Conditi         | Previous Filing #:     |             | withdraw.pdf |
|           |                   |           |         | ons                 |                        |             |              |
| Withdrawn | Contractual       | CA 49 82  | 02 02   | Endorseme Withdrawn | Replaced Form #        | :0.00       | CA 49 82 02  |
|           | Liaiblity -       |           |         | nt/Amendm           |                        |             | 02 -         |
|           | Coverage for      |           |         | ent/Conditi         | Previous Filing #:     |             | withdraw.pdf |
|           | Certain Contracts | ;         |         | ons                 |                        |             |              |
|           | or Agreements     |           |         |                     |                        |             |              |
| Withdrawn | Limits of         | CA 49 94  | 05 92   | Endorseme Withdrawn | Replaced Form #        | :0.00       | CA 49 94 05  |
|           | Insurance - Hired |           |         | nt/Amendm           |                        |             | 92 -         |
|           | Auto Physical     |           |         | ent/Conditi         | Previous Filing #:     |             | withdraw.pdf |
|           | Damage            |           |         | ons                 |                        |             |              |

### TRAILER INTERCHANGE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| Named Insured               | Endorsement effective | Number |
|-----------------------------|-----------------------|--------|
| GREAT WEST CASUALTY COMPANY | Countersigned by      |        |

(Authorized Representative)

#### SCHEDULE

This endorsement provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "trailers" shown as covered "trailers". "Trailers" are shown as covered "trailers" for a particular coverage by the entry of one or more of the symbols from this endorsement next to the name of the coverage.

|   | COVERED TRAILERS  | LIMIT   |
|---|---|---|
| COVERAGES   | (Entry of one or more of the Symbols from Page 2 shows which "trailers" are covered "trailers") | THE MOST WE WILL PAY FOR ANY ONE<br>ACCIDENT OR LOSS  |
| TRAILER INTERCHANGE<br>COMPREHENSIVE<br>COVERAGE            |   | "Actual Cash Value", Cost of Repairs or whichever is less minus Deductible for each covered "trailer". But no deductible applies to "loss" caused by fire or lightning. |
| TRAILER INTERCHANGE<br>SPECIFIED CAUSES OF<br>LOSS COVERAGE |   | "Actual Cash Value", Cost of Repairs or whichever is less minus Deductible for each covered "trailer".  |
| TRAILER INTERCHANGE COLLISION COVERAGE                      |   | "Actual Cash Value", Cost of Repairs or whichever is less minus Deductible for each covered "trailer".  |

|                             | SCHEDULE FOR RATING                            |                |                      |  |  |  |
|-----------------------------|--|----------------|----------------------|--|--|--|
|                             | RATING BASIS Gross Revenue Mileage per Vehicle | RATE           | ESTIMATED<br>PREMIUM |  |  |  |
| COMPREHENSIVE               |  |                |                      |  |  |  |
| SPECIFIED CAUSES<br>OF LOSS |  |                |                      |  |  |  |
| COLLISION                   |  |                |                      |  |  |  |
|                             |  | TOTAL PREMIUM: |                      |  |  |  |

| ,       | inless indicated below by an X.  |
|---------|--|
|         | If this box is checked then Trailer Interchange Coverage applies to "trailers" interchanged based on an oral or written agreement you made with someone else.  |
| Trailer | Interchange Coverage is primary unless indicated below by an X.  |
|         | If this box is checked then Trailer Interchange Coverage applies on an excess basis and the condition entitled Other Insurance is changed too so that Trailer Interchange Coverage is excess for any covered "Auto". |

Physical damage coverage for "trailer" interchange is based on there being a Written Trailer Interchange Agreement in

#### **DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS**

The following numerical symbols describe the "trailers" that may be covered "trailers". The symbols entered in the SCHEDULE on this endorsement next to a coverage designate the only "trailers" that are covered "trailers".

56=TRAILERS IN YOUR POSSESSION UNDER A WRITTEN TRAILER OR EQUIPMENT INTERCHANGE AGREEMENT. Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

57=YOUR TRAILERS IN THE POSSESSION OF ANYONE ELSE UNDER A WRITTEN TRAILER INTERCHANGE AGREEMENT. Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement.

When symbol "57" is entered next to a Coverage provided by this endorsement, the physical damage coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.

#### **SECTION III - TRAILER INTERCHANGE COVERAGE**

#### A. COVERAGE

- 1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:
  - a. Comprehensive Coverage.

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.
- **b.** Specified Causes of Loss Coverage. Caused by:
  - (1) Fire, lightning or explosion;
  - (2) Theft;
  - (3) Windstorm, hail or earthquake;
  - (4) Flood;
  - (5) Mischief or vandalism; or
  - **(6)** The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

#### c. Collision Coverage.

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

We have the right and duty to defend any "insured" against a "suit" asking for such damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any clam or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance for this coverage has been exhausted by payment of judgments or settlements.

#### 2. SUPPLEMENTARY PAYMENTS

The Supplementary Payments provisions of the policy apply to this coverage.

#### **B. EXCLUSIONS**

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### a. Nuclear Hazard.

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation or radioactive contamination, however caused.

#### b. War or Military Action.

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against any actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. We will not pay for loss of use.
- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - Wear and tear, freezing, mechanical or electrical breakdown.
  - **b.** Blowouts, punctures or other road damage to tires.

#### C. LIMIT OF INSURANCE AND DEDUCTIBLE

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the SCHEDULE on this endorsement:

- The "actual cash value" of the damaged or stolen property at the time of the "loss".
- 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- The Limit of Insurance shown in the SCHEDULE on this endorsement.

#### D. ADDITIONAL DEFINITION

As used in this endorsement:

"Trailer" includes shipping containers.

# GREAT WEST CASUALTY COMPANY

1100 West 29th Street - P. O. Box 277 South Sioux City, Nebraska 68776

| ***************************************             |  |  | <del></del>   |                     |                                       | ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~  |
|---|--|--|---|---------------------|---------------------------------------|---|
| ATTACHED TO AND FORMING<br>A PART OF POLICY NUMBER: | EFFECTIVE DATE   | EXPIRATION DATE                        | ISSUED TO   | <b>)</b>            |                                       |   |
|   | Alto de reconsideramente   |  |   |                     |                                       |   |
|   | OF THE PARTY AND |  | of the field that the state of |                     |                                       |   |
| IT IS AGREED THAT THE PO                            | LICVIC AMENDED   | LE FOLLOWS.                            | .4  |                     |                                       | *************************************** |
| IT IS AGREED THAT THE PO                            | LICT IS AIMENDED A   | G FOLLOWS.                             |   |                     | <u></u>                               |   |
|   |  |  |   |                     |                                       |   |
| UNIT TO BE ADDED                                    |  |  |   |                     |                                       |   |
| UNIT # YEAR   | MAKE   |  | SER   | AL#                 | VALUE                                 | MONTHLY<br>PREMIUM                      |
|   |  |  |   |                     |                                       |   |
|   |  |  |   |                     |                                       |   |
|   |  |  |   |                     |                                       |   |
|   |  |  |   |                     |                                       |   |
| LOSS PAYABLE(S)                                     |  |  |   |                     |                                       |   |
|   |  |  |   |                     |                                       |   |
|   |  |  |   |                     |                                       |   |
|   |  |  |   |                     |                                       |   |
|   |  |  |   |                     |                                       |   |
| UNIT TO BE DELETED  UNIT # YEAR                     | MAKE   |  | SED   | IAL #               |                                       |   |
|   | 1919 31 ( L.   |  |   | see It              |                                       |   |
|   |  | •                                      |   |                     |                                       |   |
|   |  |  |   |                     |                                       |   |
|   |  |  |   |                     |                                       |   |
| COVERAC   | GES PROVIDED   |  |   |                     |                                       |   |
|   |  | DEDUC                                  | TIBLE   | LIMITS OF LIABILITY | · · · · · · · · · · · · · · · · · · · |   |
| SPECIFIED PERILS COVERAGE                           | GE   |  |   |                     |                                       |   |
| COMPRESENCE   | 4-4  | 1                                      |   |                     |                                       |   |
| COMPREHENSIVE                                       | ***************************************  |  |   |                     |                                       | ·····                                   |
| COLLISION OR UPSET (PER                             | UNIT)  | ************************************** |   |                     |                                       |   |
|   |  |  |   |                     |                                       |   |
|   |  |  |   |                     |                                       |   |
|   |  |  |   |                     |                                       |   |
|   |  |  |   |                     |                                       |   |
|   | CMARTED (C)  |  |   |                     |                                       |   |
|   | OWNER(S)   |  |   | AUTHO               | DRIZED REPRESENTAT                    | IVE                                     |

INSURED'S COPY
IMPORTANT — SEE OTHER SIDE

This form is a certificate of insurance. The following are some of the COVERAGES and CONDITIONS provided under the policy. NO COVERAGE is provided by this certificate; nor can it be construed to replace any policy provisions. If there is any conflict between the policy and this certificate, the PROVISIONS OF THE POLICY WILL PREVAIL.

#### PHYSICAL DAMAGE COVERAGE

#### A. COVERAGE

- 1. We will pay for "loss" to a covered "auto" or its equipment under:
  - a. Comprehensive Coverage. From any cause except:
    - (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.
  - b. Specified Causes of Loss Coverage. Caused by:
    - (1) Fire, lightning or explosion;
    - (2) Theft:
    - (3) Windstorm, hall or earthquake;
    - (4) Flood:
    - (5) Mischief or vandalism; or
    - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."

  - c. Collision Coverage. Caused by:
    (1) The covered "auto's" collision with another object; or
    (2) The covered "auto's" overturn.
- 2. Glass Breakage Hitting a Bird or Animal Falling Objects or Missiles. If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:
  - a. Glass breakage;
  - b. "Loss" caused by hitting a bird or animal; andc. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### **B. EXCLUSIONS**

- We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."
  - a. Nuclear Hazard.
    - (1) The explosion of any weapon employing atomic fission or fusion; or
    - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

  - b. War or Military Action,(1) War, including undeclared or civil war;
    - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any of the following:
  - a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
  - b. Radios, C.D. players, tape decks or other sound reproducing equipment, its antennas and other accessories, unless permanently installed in a covered "auto".
  - Tapes, records, compact discs or other sound reproducing devices designed for use with sound reproducing equipment.
  - d. Televisions, V.C.R.s or citizens' band radios, including antennas and other accessories, unless permanently installed in a covered "auto".
  - Sound receiving equipment designed for use as a cellular telephone, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories unless permanently installed by the covered "auto" factory at the time of assembly. The term scanning monitor receiver does not include radar detection devices.
  - f. Electronic equipment designed for use as a computer system, computer media, FAX machine, satellite communication or tracking system or video camera monitoring system, including antennas and other accessories, unless permanently installed by the covered "auto" factory at the time of assembly. The term computer does not include vehicle operation recording devices.
  - g. Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto"
  - h. Radar detection devices.
- 3. We will not pay for loss of use.
- We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even
- if you are an innocent purchaser of stolen property.

  5. Other Exclusions. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.

#### C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one "accident" is the lesser of:

- 1. The actual cash value of the damaged or stolen property as of the time
- The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

3. The amount shown in the "schedule of autos" or shown as "Limit of Insurance" on this certificate.

#### D. DEDUCTIBLE

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown on this Certificate. Any Comprehensive Coverage deductible shown on this Certificate does not apply to "loss" caused by fire or lightning.

#### TRUCKERS CONDITIONS

The policy contains TRUCKERS CONDITIONS. The following are some of the Truckers Conditions outlined from the policy.

#### A. LOSS CONDITIONS

#### APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", then the policy provides for arbitration.

- B. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

  1. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss."
  - a. How, when and where the "accident" or "loss" occurred;

  - b. The "insured's" name and address; and
    c. To the extent possible, the names and addresses of any injured persons and witnesses.
  - 2. Additionally, you and any other involved "insured" must:
    - a. Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
    - b. Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit."
    - Cooperate with us in the investigation, settlement or defense of the claim or "suit."
    - d. Authorize us to obtain medical records or other pertinent information.
    - e. Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
  - 3. If there is a "loss" to a covered "auto" or its equipment you must also do the following:
    - a. Promptly notify the police if the covered "auto" or any of its equipment is stolen.
    - b. Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
    - c. Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
    - d. Agree to examination under oath at our request and give us a signed statement of your answers.
    - Take all reasonable steps to find and protect the covered "auto" from "loss" when an employee or driver in your service is missing with a covered "auto."

#### C. LEGAL ACTION AGAINST US

No one may bring a legal action against us under the Coverage Form until there has been full compliance with all the terms of the Coverage Form.

#### D. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES

At our option we may:

- 1. Pay for, repair or replace damaged or stolen property;
- Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- 3. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss," total "loss" or a "constructive total loss." If you want to keep your damaged property, then the amount of "loss" will be reduced by the salvage value of the damaged property.

#### E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under the Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair

#### **GENERAL CONDITIONS**

The policy contains GENERAL CONDITIONS. The following Conditions outline some of your rights and duties under the policy.

The policy may not be transferred without our written consent except in the case of death of an individual named on this certificate. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only for that property.

The policy also contains CANCELLATION PROVISIONS. You may cancel this certificate at any time, by returning the certificate or notifying us or by mailing or delivering to us advance written notice of cancellation. We may cancel this certificate or the policy by mailing you by certified registered mail, notice of cancellation or nonrenewal in compliance with the CANCELLATION or NONRENEWAL provisions of the policy. We will mail our notice to the last mailing address known to us and the notice will state the effective date of cancellation or nonrenewal. The coverage provided by this certificate will end on that date.

# OWNER AS NAMED INSURED

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| Named Insured               | Endorsement effective | Number |
|-----------------------------|-----------------------|--------|
| GREAT WEST CASUALTY COMPANY | Countersigned by      | ·      |

(Authorized Representative)

#### **SCHEDULE**

Name of Owner

Description of Covered "Auto"

Any auto described in this endorsement will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease.

Coverage will apply to each Owner shown in the Schedule, as a Named Insured.

CA 49 17 07 88 Page 1 of 1

# CONTRACTUAL LIABILITY - COVERAGE FOR CERTAIN CONTRACTS OR AGREEMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| Named Insured               | Endorsement effective | Number |
|-----------------------------|-----------------------|--------|
| GREAT WEST CASUALTY COMPANY | Countersigned by      |        |

(Authorized Representative)

Section VI, Definitions, "Insured contract" is changed to include:

That part of a contract or agreement shown in the SCHEDULE on this endorsement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

#### SCHEDULE OF CONTRACTS OR AGREEMENTS

CA 49 82 02 02 Page 1 of 1

### LIMITS OF INSURANCE - HIRED AUTO PHYSICAL DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| Named Insured               | Endorsement effective | Number |
|-----------------------------|-----------------------|--------|
| GREAT WEST CASUALTY COMPANY | Countersigned by      |        |

(Authorized Representative)

**ITEM FOUR**, SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS of the Truckers Insurance Declarations Form, PHYSICAL DAMAGE COVERAGE Section, is changed to include:

The Limit of Insurance in the Declarations applies subject to the following Maximum Amount of Insurance for each type of "auto" shown below. If no Maximum Amount of Insurance is shown for a particular type of auto, then Physical Damage Coverage does not apply.

Type of Auto

Maximum Amount
Of Insurance

Truck-Type Tractor

Truck

Trailer, Excluding Shipping Container

Trailer and Shipping Container

Shipping Container Only

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Company Tracking Number: G0809F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: Commercial Auto

Project Name/Number: updating Commercial Auto Forms/G0809F

# **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: G0809F

TOI: 20.0 Commercial Auto Sub-TOI: 20.0004 Truckers

Product Name: Commercial Auto

Project Name/Number: updating Commercial Auto Forms/G0809F

# **Supporting Document Schedules**

**Review Status:** 

Bypassed -Name: Uniform Transmittal Document- Approved 01/14/2009

Property & Casualty

Bypass Reason: N/A Filing Wizard completed

Comments:

**Review Status:** 

Satisfied -Name: mark-up copy Approved 01/14/2009

Comments: Attachment:

CA 49 38 04 09 mark-up.pdf

### TRAILER INTERCHANGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| Named Insured               | Endorsement effective | Number |
|-----------------------------|-----------------------|--------|
| GREAT WEST CASUALTY COMPANY | Countersigned by      |        |

(Authorized Representative)

#### **SCHEDULE**

This endorsement provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "trailers" shown as covered "trailers". "Trailers" are shown as covered "trailers" for a particular coverage by the entry of one or more of the symbols from this endorsement next to the name of the coverage.

|   | COVERED TRAILERS  | LIMIT   |
|---|---|---|
| COVERAGES   | (Entry of one or more of the Symbols from Page 2 shows which "trailers" are covered "trailers") | THE MOST WE WILL PAY FOR ANY ONE<br>ACCIDENT OR LOSS  |
| TRAILER INTERCHANGE<br>COMPREHENSIVE<br>COVERAGE            |   | "Actual Cash Value", Cost of Repairs or whichever is less minus Deductible for each covered "trailer". But no deductible applies to "loss" caused by fire or lightning. |
| TRAILER INTERCHANGE<br>SPECIFIED CAUSES OF<br>LOSS COVERAGE |   | "Actual Cash Value", Cost of Repairs or whichever is less minus Deductible for each covered "trailer".  |
| TRAILER INTERCHANGE COLLISION COVERAGE                      |   | "Actual Cash Value", Cost of Repairs or whichever is less minus Deductible for each covered "trailer".  |

| SCHEDULE FOR RATING         |  |                |                      |  |
|-----------------------------|--|----------------|----------------------|--|
|                             | RATING BASIS Gross Revenue Mileage per Vehicle | RATE           | ESTIMATED<br>PREMIUM |  |
| COMPREHENSIVE               |  |                |                      |  |
| SPECIFIED CAUSES<br>OF LOSS |  |                |                      |  |
| COLLISION                   |  |                |                      |  |
|                             |  | TOTAL PREMIUM: |                      |  |

|        | ical damage coverage for "trailer" interchange is based on there being a Written Trailer Interchange Agreement in unless indicated below by an X.  |
|--------|--|
|        | If this box is checked then Trailer Interchange Coverage applies to "trailers" interchanged based on an oral or written agreement you made with someone else.  |
| Traile | er Interchange Coverage is primary unless indicated below by an X.   |
|        | If this box is checked then Trailer Interchange Coverage applies on an excess basis and the condition entitled Other Insurance is changed too so that Trailer Interchange Coverage is excess for any covered "Auto". |

#### **DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS**

The following numerical symbols describe the "trailers" that may be covered "trailers". The symbols entered in the SCHEDULE on this endorsement next to a coverage designate the only "trailers" that are covered "trailers".

56=TRAILERS IN YOUR POSSESSION UNDER A WRITTEN TRAILER OR EQUIPMENT INTERCHANGE AGREEMENT. Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

57=YOUR TRAILERS IN THE POSSESSION OF ANYONE ELSE UNDER A WRITTEN TRAILER INTERCHANGE AGREEMENT. Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement.

When symbol "57" is entered next to a Coverage provided by this endorsement, the physical damage coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.

#### **SECTION III - TRAILER INTERCHANGE COVERAGE**

#### A. COVERAGE

- 1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:
  - a. Comprehensive Coverage.

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.
- **b.** Specified Causes of Loss Coverage. Caused by:
  - (1) Fire, lightning or explosion;
  - (2) Theft;
  - (3) Windstorm, hail or earthquake;
  - (4) Flood;
  - (5) Mischief or vandalism; or
  - (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

#### c. Collision Coverage.

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

We have the right and duty to defend any "insured" against a "suit" asking for such damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any clam or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance for this coverage has been exhausted by payment of judgments or settlements.

#### 2. SUPPLEMENTARY PAYMENTS

The Supplementary Payments provisions of the policy apply to this coverage.

#### **B. EXCLUSIONS**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### a. Nuclear Hazard.

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation or radioactive contamination, however caused.

#### b. War or Military Action.

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against any actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. We will not pay for loss of use.
- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - Wear and tear, freezing, mechanical or electrical breakdown.
  - **b.** Blowouts, punctures or other road damage to tires.

#### C. LIMIT OF INSURANCE AND DEDUCTIBLE

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the SCHEDULE on this endorsement:

- The "actual cash value" of the damaged or stolen property at the time of the "loss".
- 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- The Limit of Insurance shown in the SCHEDULE on this endorsement.

#### D. ADDITIONAL DEFINITION

As used in this endorsement:

"Trailer" includes shipping containers.